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MINNESOTA COMMONS COMPANY

RAILROAD EQUIPMENT LEASE
Dated as of November 1, 1971

Between

O-T-D CORPORATION
(the "Lessor")

and

&
THE GOODYEAR TIRE ~~AND~~ RUBBER COMPANY
(the "Lessee")

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
Parties-----		1
1. Description of Leased Property-----		1
2. Delivery and Acceptance of the Cars-----		1
3. Lease Term of Cars-----		2
4. Fixed Rents and Payment Dates-----		2
5. Additional Sums Payable by Lessee-----		3
6. Place of Payment of Rents-----		4
7. Payment of Taxes-----		4
8. Mileage Payments-----		4
9. Repair and Maintenance-----		5
10. Loss, Theft, Irreparable Damage or Destruction of Cars--		6
11. Operating Rules and Regulations-----		7
12. Ownership-----		7
13. Indemnity-----		7
14. Identification-----		8
15. Liens and Assignments-----		8
16. Defaults-----		9
17. Surrender of the Cars-----		12
18. Notices-----		12

<u>Section</u>	<u>Heading</u>	<u>Page</u>
19.	Annual Reports-----	13
20.	Binding Effect-----	13
21.	Severability-----	13
22.	Lessee's Right to Possession and Use-----	13
23.	Law Governing-----	14
24.	Execution in Counterparts-----	14

Attachments to Lease

Exhibit A -----	Certificate of Acceptance Under Railroad Equipment Lease
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THIS RAILROAD EQUIPMENT LEASE dated as of November 1, 1971 between O-T-D CORPORATION, a Delaware corporation (the "Lessor") and THE GOODYEAR TIRE AND RUBBER COMPANY, an Ohio corporation (the "Lessee"),

W I T N E S S E T H:

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the Lessor and the Lessee do hereby agree as follows:

SECTION 1. DESCRIPTION OF LEASED PROPERTY.

The Lessor does hereby lease and let to the Lessee 175 OTDX 6000 Series Container Cars, bearing the identifying symbol OTDX and car numbers from 6000 to 6174, inclusive (said 175 railroad cars being hereinafter collectively called "Cars"). Said Cars are to be used exclusively within the United States and Canada and in the service of Lessee for the transportation of synthetic rubber in O-T-D containers having a maximum gross weight of 4,225 pounds each. Each of said Cars is designed to carry 44 containers and will have the general specifications and characteristics described in the General Arrangement Drawings dated December 7, 1971 heretofore furnished to the Lessee by the Lessor.

SECTION 2. DELIVERY AND ACCEPTANCE OF THE CARS.

The Lessor shall cause the Cars to be delivered to the Lessee F.O.T. at Houston or Beaumont, Texas, in accordance with the following schedule:

June,	1972	15
July,	1972	20
August,	1972	15
November,	1972	20
December,	1972	20
January,	1973	20
February,	1973	20
March,	1973	20
April,	1973	20
May,	1973	5

The Lessor shall not be liable to Lessee for any failure or delay in making delivery thereof due to accident, fire, flood, explosion, labor trouble, acts of government, including embargos, priorities and

allocations, wars and war conditions, delays of carriers and any other cause or causes (whether or not of the same kind as herein specifically enumerated) beyond the Lessor's reasonable control. Subject to the provisions set forth in the paragraph immediately following, from time to time as the Cars are delivered to and received by the Lessee, the Lessee shall execute and deliver to the Lessor a Certificate of Acceptance in respect of such Cars substantially in the form attached hereto as Exhibit A. The execution by the Lessee (by any one of its duly authorized representatives) of such Certificate of Acceptance shall for all purposes of this Lease be deemed to be conclusive evidence that such Cars have been delivered to and are in the possession of the Lessee under and subject to all the terms hereof.

The Cars are being leased hereunder in conjunction with certain specially designed containers to be leased by Lessor to Lessee pursuant to an Equipment Lease dated as of November 1, 1971 between said parties, which containers are designed to be transported on the Cars. In order to facilitate delivery and acceptance hereunder of an appropriate ratio of Cars to such containers delivered under said Equipment Lease, it is hereby agreed that, anything in the preceding paragraph to the contrary notwithstanding, Lessee shall not be required to accept any Cars hereunder and to execute a Certificate of Acceptance in respect thereof, if by such acceptance the total number of containers then and theretofore accepted shall exceed the number of such Cars then and theretofore accepted multiplied by 88. In the event Lessee shall reject any Cars pursuant to this paragraph, Lessee shall within three business days following such rejection give written notice of such rejection to the Lessor in the manner provided in Section 18 hereof, and for a period of ten days following such notice, shall provide adequate storage for such rejected Cars. The execution of a Certificate of Acceptance in respect of any Car shall be conclusive evidence that said Car has been accepted and is subject to the terms and provisions of this Lease, notwithstanding that the total number of Cars so accepted shall exceed the number which Lessee is at any one time required to accept pursuant to this paragraph.

SECTION 3. LEASE TERM OF CARS.

The lease term for each Car shall be a fixed term of 10 years commencing on the date when such Car is accepted by Lessee.

SECTION 4. FIXED RENTS AND PAYMENT DATES.

The Lessee agrees to pay as monthly fixed rent for each Car for and during the fixed term the amount of \$325.00 payable on the 20th day of each calendar month during the term of this Lease commencing on the 20th day of the calendar month next succeeding date of delivery. The Lessor agrees to render invoices to the Lessee on or before the 10th day of each month for rentals due under this Section 4.

The fixed rent for the fixed term for each Car specified in this Section shall be subject to the following adjustment:

An increase of ten cents per Car per month for each one cent per hour increase in the hourly rate for labor for repair to freight cars from the present rate of ten dollars and seven cents per hour specified in the issue of Interchange Rules of the Association of American Railroads effective August 1, 1971, Job Code 4450, except that no increase in the fixed rent will be permitted while the mileage allowance for such Cars remains at five and five tenths cents per mile operated and shall in all events be limited as follows:

<u>If Mileage Allowance is:</u>	<u>Monthly Rental Rates May Be Increased by as Much as:</u>
\$.060	\$ 5.00
.065	10.00
.070	15.00
.075	20.00
.080	25.00
.085	30.00
.090	35.00
.095	40.00
.100	45.00

To the extent that further Supplements or re-issues of said Interchange Rules quote said labor rate under any other code or reference, the labor rate quoted under such other code or reference will apply. Said adjustment is to become effective upon the first day of the calendar month following the effective date, specified by said Association, of any increase in said hourly labor rate.

All fixed rents remaining due and unpaid more than 10 days after the due date thereof as provided for herein shall bear interest from the due date thereof at the rate of 9% per annum.

SECTION 5. ADDITIONAL SUMS PAYABLE BY LESSEE.

In addition to the fixed rents payable by the Lessee under Section 4 hereof, Lessee agrees to pay sums sufficient to pay and discharge the following items when and as the same shall become due and payable:

(a) All amounts required to be paid by the Lessee in order to comply fully with the provisions of Sections 9, 13 and 14 hereof.

(b) Any sum for which Lessor might become liable because the use of the Cars was such that their mileage under load was not equal to their mileage empty upon each railroad over which the Cars moved. Said sum is to be determined at the rate established by the tariff of the railroad upon which such excess empty mileage shall occur. Any notice received by Lessor of sums payable to any railroad under the provisions of this subsection shall be promptly forwarded by Lessor to Lessee.

SECTION 6. PLACE OF PAYMENT OF RENTS.

All payments of fixed rents shall be made to the Lessor at its office in Chicago, Illinois, or at such other place as Lessor or its assigns may direct in writing. Sums payable by the Lessee under Section 5 hereof shall be paid at said place only to the extent that payments thereof are not being or have not been made by the Lessee directly and are instead being paid to the Lessor by way of reimbursement for or to provide the Lessor with funds necessary to pay the amounts called for by said Section 5.

SECTION 7. PAYMENT OF TAXES.

The Lessor agrees to pay sums sufficient to pay and discharge any and all taxes, assessments and other governmental charges whatsoever imposed upon the interest of the Lessee in the Cars or upon the Lessee's use or operation thereof or the Lessee's mileage earnings arising therefrom. The Lessee shall not voluntarily pay any such tax, assessment or other governmental charge without first consulting with the Lessor and affording the Lessor the opportunity to contest, in good faith by appropriate legal or administrative proceedings, the validity or amount thereof, unless thereby in the judgment of the Lessee the right or interest of the Lessee in such Cars would be materially endangered. In the event any tax reports are required to be made on the basis of individual Cars, the Lessor will either make such reports in such manner as to show the ownership of such Cars by Lessor or will notify the Lessee of such requirement and will make such report in such manner as shall be satisfactory to the Lessee.

SECTION 8. MILEAGE PAYMENTS.

The Lessor shall collect all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of Cars at any time and from time to time leased hereunder (such allowances, rentals or other compensation being herein called "Mileage") and in connection therewith, Lessee agrees to report to Lessor movements of Cars giving therein the date, destination and routing of Cars loaded or empty, together with all information which Lessee may receive from carriers or from any other source.

It is intended that Lessee (unless an event of default specified in Section 16 hereof shall have occurred and be continuing) shall be entitled insofar as applicable law and regulations allow (but in no event in excess of the fixed rents payable hereunder) to all Mileage. Lessor agrees that it will either (1) remit such Mileage to the Lessee, or (11) apply such Mileage as a credit against fixed rents thereafter due and payable under the provisions of Section 4 hereof. In determining the maximum Mileage payment or credit to which the Lessee is at any time entitled under this Section 8, the rents accruing under Section 4 and Mileage paid or credited under this Section 8 will be computed and compared each month. All Mileage collected by the Lessor will be paid or credited to Lessee until the accumulated Mileage payments or credits have equalled the accumulated rents which have accrued under Section 4. Thereafter Lessor will retain any Mileage collected from carriers which exceeds accumulated rents accruing under Section 4 and will pay or credit such surplus Mileage against subsequent rentals not theretofore offset with current Mileage receipts; provided, however, that all Mileage not paid to the Lessee or credited against rents under the preceding provisions of this Section by the end of the term of this Lease shall be retained by the Lessor as its sole property.

SECTION 9. REPAIR AND MAINTENANCE.

The Lessor agrees to maintain and keep all of the Cars subject to this Lease in good order and repair and in satisfactory condition for interchange in accordance with the Interchange Rules of the Association of American Railroads; provided, however, that the Lessee shall, at its sole cost and expense, maintain and repair (and provide for the maintenance and repair of) any lettering boards, signs or similar attachments installed on or applied to the Cars at the request of Lessee. Except to the extent and under the circumstances set forth in the proviso to the preceding sentence, the Lessee shall not make any repairs to the Cars without the prior written consent of the Lessor, and in the event the Lessee makes any repairs to any Car, whether with or without the consent of the Lessor, the Lessor shall only be liable to pay or reimburse the Lessee for such repairs at the rate specified therefor in the issue of the Association of American Railroads Interchange Rules in effect at the time such repairs are made.

In the event any Car is damaged while on the private tracks of the Lessee, or on any private track other than the private tracks of the Lessor or any private tracks to which Lessor may have caused any Car to be moved, or in the event any Car is damaged in any manner whatsoever by any commodity which may be transported or stored in said Car by Lessee, such repairs, renewals or replacements as may be necessary to place the Car in good order and repair (ordinary wear and tear excepted) shall be at the sole cost and expense of the Lessee.

In the event that any Car is damaged by casualty (but not irreparably damaged) or requires repairs during the fixed term of lease in respect thereof (which repair, renewal or replacement is not the obligation of or being undertaken by the Lessee pursuant to the terms hereof) and remains in bad order and unfit for service for more than 10 days after notice of such damage or need for repair has been given by the Lessee to Lessor, then the fixed rentals hereinbefore provided for in respect of such Car, computed on a daily basis, shall abate from and after the end of said 10 day period and until the date on which such Car is restored to Lessee's service.

It is understood and agreed that in the event any claim or settlement recovered by the Lessor under the Interchange Rules of the Association of American Railroads on account of any casualty referred to in this Section 9 or in Section 10 includes an amount in settlement for damaged or destroyed containers which are subject to a lease between the Lessor and the Lessee, such amount shall be paid over and released to the Lessee.

SECTION 10. LOSS, THEFT, IRREPARABLE DAMAGE OR DESTRUCTION OF CARS.

In the event of any loss, theft or destruction of or irreparable damage to any Car, the term of the lease in respect of such Car shall terminate as of the date of such loss, theft, destruction or irreparable damage and, except as otherwise provided in the next paragraph of this Section, no further fixed rent shall accrue for the Car. Appropriate additional billing or credit will be rendered so that Lessee's rental obligation will run to but not beyond the date of such loss, theft or destruction or irreparable damage to any Car. The Lessor shall be the sole party entitled to the proceeds of any sale or other disposition of the destroyed or damaged Car and any claim for damages or settlement provided for by the Interchange Rules of the Association of American Railroads.

In the event the loss, theft, destruction or irreparable damage occurs while a Car is on the private tracks of the Lessee or any private track other than the private tracks of the Lessor or any private tracks to which Lessor may have caused the Car to be moved, or has been caused by a commodity which has been transported or stored in the Car by Lessee, the Lessee agrees that within 10 days after the date of such loss or damage it will pay to the Lessor an amount equal to the settlement provided for by the Interchange Rules of the Association of American Railroads had such loss or damage occurred on the lines of a railroad carrier.

The Lessor shall have the right but shall not be obligated to replace any Car which has been lost, stolen, destroyed or irreparably damaged with another railroad car of the same type and capacity. Any such replacement shall be leased on the same terms and conditions and for the same fixed rents as, and for the unexpired lease term in respect of, the Car which it replaces.

SECTION 11. OPERATING RULES AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations and requirements, and with the Interchange Rules of the Association of American Railroads (or any successor thereto) with respect to the use, maintenance and operation of each Car subject to this Lease. In case any equipment or appliance on any Car shall be required to be changed or replaced, or any additional or other equipment or appliance is required to be installed on such Car in order to comply with such laws, regulations, requirements and Rules, the Lessor agrees to make such changes, additions and replacements without cost or expense to the Lessee.

Any parts installed or replacements made upon the Cars pursuant to the provisions of Section 9 or this Section 11 shall be considered accessions to the Cars and title thereto shall be immediately vested in the Lessor.

SECTION 12. OWNERSHIP.

The Lessee acknowledges and agrees that it has not and by the execution hereof it does not have or obtain, and by payments and performance hereunder it does not and will not have or obtain any title to the Cars or any of them at any time subject to this Lease, nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all the terms hereof.

SECTION 13. INDEMNITY.

The Lessee does hereby assume and does hereby agree to indemnify, protect, save and keep harmless the Lessor, its agents and servants, and assigns, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of the use, condition or operation of the Cars or any of them, and by whomsoever used or operated, during the lease term of this Lease in respect of such Car or Cars, unless caused by a defect in the condition of the Car for which Lessor (or any person, firm or corporation selected by Lessor to repair or otherwise service the Cars) is responsible. It is understood, however, that the Lessee shall not be required to pay or discharge any claim or demand referred to in this Section as long as the validity or amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not adversely affect the title of the Lessor to the Cars or any of them. The indemnities and assumptions of liability in this Section contained shall continue in full force and effect notwithstanding the termination of this Lease or any term hereof in respect of any one or more Cars, whether by expiration of time, by operation of law or otherwise. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against, and that the Lessee shall be entitled to control the defense thereof.

SECTION 14. IDENTIFICATION.

At or prior to the time of delivery of each of the Cars by the Lessor to the Lessee, the Lessor shall cause the Car to be stenciled, in accordance with the applicable rules of the Association of American Railroads, bearing the following words in letters not less than one inch in height (with appropriate changes or differences as from time to time may be required by law in order to protect the interest of the Lessor and the interest of any lienholder referred to in Section 14 hereof):

O-T-D Corporation, Owner-Lessor,
and Subject to a Security Interest
Recorded with the I.C.C.

If during the continuance of this Lease as to any Car any such stenciling shall at any time be removed, defaced or destroyed on any such Car, the Lessee shall immediately cause the notice to be restored or replaced. The Lessee shall not allow the name of any person, association or corporation to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association or corporation other than the Lessor; but the Lessee may letter the Cars with the names or initials or any other insignia customarily used by the Lessee on its railroad cars of the same or a similar type for convenience of identification of the right of the Lessee to use and operate the Cars under this Lease.

The Lessor or its assigns shall have the right, by its authorized representatives, to inspect the Cars, at its own cost and expense, at such time as shall be reasonably necessary to confirm to the Lessor the existence and condition thereof during the continuance of this Lease.

SECTION 15. LIENS AND ASSIGNMENTS.

It is understood and agreed that all rents and other sums due or to become due or at any time owing or payable by the Lessee hereunder have been or may be assigned by Lessor, and that the Cars leased hereunder have been or may be purchased by Lessor under a conditional sale agreement entered into by the Lessor as conditional vendee, or have been or may be mortgaged by the Lessor under a chattel mortgage. In any such event, the right, title and interest of the vendor under any such conditional sale agreement or, as the case may be, the mortgagee under any such chattel mortgage shall by express terms of such conditional sale agreement or, as the case may be, such chattel mortgage, be subject to the right, title and interest of the Lessee in and to the Cars hereunder. In the event an assignment of rents and other sums is made as collateral security for indebtedness of the Lessor then, except as otherwise provided in the third paragraph of Section 9 and the first paragraph

of Section 10 hereof, the right, title and interest of such assignee in and to said rents and other sums and to receive and collect the same shall not be subject to any abatement, defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Lessor hereunder or by reason of any other indebtedness or liability at any time owing by the Lessor to Lessee or for any defects in the Cars. Any such assignee shall be entitled to all the privileges, powers and immunities of the Lessor and may, but shall not be obligated to perform any duty, covenant or condition required to be performed by the Lessor under the terms of this Lease, providing that nothing herein contained shall release the Lessor of its obligations to the Lessee hereunder and the Lessee shall look solely to the Lessor for the performance thereof.

The Lessee agrees that it will not assign, transfer, sublet or lease its rights under this Lease, and will not pledge, mortgage or otherwise encumber, or subject to or permit to exist upon or be subjected to any lien or charge, any right or interest of the Lessee hereunder, except for subleases of any one or more of the Cars to any person or persons, firm or firms, corporation or corporations to the extent that such subleases are in the judgment of the Lessee necessary or appropriate or helpful to the conduct of its ordinary business. No assignment, sublease or interchange entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligations hereunder which shall be and remain those of a principal and not a surety.

SECTION 16. DEFAULTS.

In the event that:

(a) The Lessee shall be in default in the payment of any installment of fixed rent (as defined in Section 4 hereof) and such default shall continue for more than 10 days after written notice from the Lessor to the Lessee of such nonpayment; or

(b) The Lessee shall make or permit any unauthorized assignment or transfer of its right hereunder or in the Cars or any of them, or shall cause or permit any of the Cars to be pledged or held for any debt or obligation owing by Lessee or any other person, or in the event the Lessee shall part with the possession of any of the Cars in a manner or to a person not permitted by the terms hereof, and shall fail or refuse to cause such assignment or transfer or pledge or encumbrance to be cancelled by agreement of all parties having any interest therein and to recover possession of such Car or Cars within 10 days after the Lessor shall have demanded in writing such cancellation and recovery of possession; or

(c) The Lessee shall default in the observance or performance of any other covenant, condition, agreement or provision hereof and such default shall continue for more than 30 days after written notice thereof from the Lessor to the Lessee; or

(d) The Lessee shall become insolvent or bankrupt or admit in writing its inability to pay its debts as they mature or shall make an assignment for the benefit of its creditors; or

(e) Bankruptcy, reorganization, arrangement or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against the Lessee; or Lessee shall permit or there shall occur any involuntary transfer of its interest hereunder or of all or substantially all of Lessee's property by bankruptcy or by the appointment of a receiver or trustee or by execution or by any judicial or administrative decree or process or otherwise unless in every such case such proceedings (if instituted against the Lessee) shall be dismissed or such assignment, transfer, decree or process shall within 60 days from the filing or other effective date therein be nullified, stayed or otherwise rendered ineffective, or unless any such receiver or trustee shall within 60 days from the date of his appointment adopt and assume this Lease pursuant to due authority of law and of the court appointing him;

then in such case in addition to all rights and remedies now or hereafter provided by law, for the repossession of the Cars and for the recovery of damages occasioned by Lessee's default, Lessor shall have the following rights and remedies, all of which shall be cumulative. Lessor, at its option may:

A. Proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

B. By notice in writing to the Lessee, terminate this Lease and/or the Lessee's right of possession hereunder as to all or any part of the equipment leased hereunder whereupon all right, title and interest of the Lessee to or in the use of such equipment shall terminate, and the Lessor may, directly or by its agent, enter upon the premises of the Lessee or other premises where the equipment may be located and take possession thereof (any damages occasioned by such taking of possession being hereby expressly waived by the Lessee). The Lessor, shall, nevertheless, have a

right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by a fraction of which the numerator is such accrued number of days in such full rental period and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (a) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Car, which represents the excess of the present worth, at the time of such termination, of all rentals for such Car which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then fair rental value of such Car for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of the Car during such period, such present worth to be computed in each case on a basis of a 6% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (b) any damages and expenses, including reasonable attorney's fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rental.

In the event any Cars are to be surrendered to the Lessor pursuant to any of the foregoing provisions of Section 16, and the Lessor shall not otherwise elect by written instrument delivered to the Lessee, the Lessee shall forthwith deliver possession of the Cars to the Lessor in good order and repair, ordinary wear and tear excepted; subject, however, to any condition which Lessee is not under an obligation hereunder to repair. For the purpose of delivering possession of any Cars to the Lessor as above required, the Lessee shall, at its own cost and expense, forthwith:

(a) assemble such Cars and place them upon storage tracks at Chicago, Illinois (or such other place or places as parties hereto shall agree in writing);

(b) provide storage at the risk of the Lessor for such Cars on such tracks for a period of 100 days after written notice to the Lessor specifying the place of storage and the Car numbers of the Cars so stored; and

(c) cause the same or any thereof to be transported, at any time within such 100 day period, to any place or places on lines of a railroad within a 25 mile radius of such storage tracks, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Cars as hereinabove provided are of the essence of this Lease, and upon application to any court of equity having a jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the railroad Cars.

Without in any way limiting the obligations of the Lessee under the foregoing provisions of this Section 16, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority at any time while the Lessee is obligated to deliver possession of any Car to the Lessor to demand and take possession of such Car in the name and on behalf of the Lessee from whomsoever shall at the time be in possession of such Car.

The failure of the Lessor to exercise the rights granted hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

The remedies herein provided in favor of the Lessor in the event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

SECTION 17. SURRENDER OF THE CARS.

Within 90 days after the expiration of the lease term in respect of any Car or Cars, the Lessee shall surrender possession of such Car or Cars to the Lessor at Houston or Beaumont, Texas, (or at such other place or places as the parties hereto may agree in writing) in good order and repair, ordinary wear and tear excepted; subject, however, to any condition which Lessee is not under obligation hereunder to repair. Lessee shall, at its own expense, provide storage for a period of 30 days for such Cars and Lessor agrees to accept re-delivery thereof at such place or places and within said 30 day period.

SECTION 18. NOTICES.

Any notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States certified mail, postage prepaid, addressed as follows:

If to Lessor: O-T-D Corporation
141 West Jackson Boulevard
Chicago, Illinois 60604

If to Lessee: The Goodyear Tire and Rubber Company .
Akron, Ohio 44316
Attn: Office of the Secretary
(For Invoices: Attn: Accounts Payable
Department)

Either Lessor or the Lessee may at any time change such address by delivering or mailing as aforesaid 10 days' prior written notice of such change in address.

SECTION 19. ANNUAL REPORTS.

Lessee agrees to maintain a standard and modern system of accounting in accordance with generally accepted principles of accounting, and will furnish the Lessor and any assignee referred to in Section 15 hereof as soon as available and in any event within 90 days after the close of each fiscal year of the Lessee, an annual report in the form furnished to shareholders certified by an independent public accountant or firm of independent public accountants of recognized standing covering the operations of the Lessee for such fiscal year and containing a balance sheet as at the end of such year and statements of income and earned surplus for such year, each on a comparative basis with corresponding statements for the preceding fiscal year.

SECTION 20. BINDING EFFECT.

This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

SECTION 21. SEVERABILITY.

Any provision of this Lease prohibited by law shall be ineffective to the extent of such provision without invalidating the remaining provisions hereof.

SECTION 22. LESSEE'S RIGHT TO POSSESSION AND USE.

Anything to the contrary herein contained notwithstanding, the Lessee's right to possession and use of the equipment shall not be interfered with by the Lessor, its successors or assigns, as long as the Lessee performs all of its obligations hereunder.

SECTION 23. LAW GOVERNING.

This Lease shall be construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

SECTION 24. EXECUTION IN COUNTERPARTS.

This Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract. The Lessor and the Lessee agree to execute, acknowledge and deliver such further counterparts hereof as may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof in any public office of the United States or of any state or of any political or governmental subdivision of any state, and the Lessor agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of the Lessor or the Lessee in effecting such filing or recording.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be affixed and attested, all as of the day and year first above written.

O-T-D CORPORATION

By Paul E. Ogle
Its President

(Corporate Seal)

Attest:

Doris Laesemeyer
Secretary

THE GOODYEAR TIRE AND RUBBER COMPANY

By [Signature]
Its Vice President

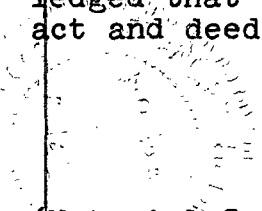
(Corporate Seal)

Attest:

John Davies
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22nd day of February, 1972 before me personally appeared Gaul E. Dyle, to me personally known, who, being by me duly sworn, says that he is the President of O-T-D CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Stanley R. Hedrick
Notary Public

(Notarial Seal)

My commission expires:

STATE OF Ohio)
) SS
COUNTY OF Summit)

On this 20th day of January, 1972 before me personally appeared J. L. Peterson, to me personally known, who being by me duly sworn, says that he is the Vice President of THE GOODYEAR TIRE AND RUBBER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James G. France
Notary Public

(Notarial Seal)

My commission expires:

June 20, 1973

CERTIFICATE OF ACCEPTANCE UNDER
RAILROAD EQUIPMENT LEASE

To: O-T-D Corporation, as Lessor under Railroad Equipment
Lease dated as of November 1, 1971 ("Lessor").

I, a duly appointed inspector and authorized representative of THE GOODYEAR TIRE AND RUBBER COMPANY ("Lessee") do hereby certify that I have received, inspected, approved and accepted delivery, on behalf of the Lessee under the Railroad Equipment Lease dated as of November 1, 1971 between the Lessor and the Lessee, of the following railroad cars ("Cars"):

TYPE OF CARS:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF CARS:

NUMBERED:

I do further certify that the foregoing Cars are in good order and condition, and at the time of delivery to the Lessee there was plainly, distinctly, permanently and conspicuously marked in contrasting colors upon each side of each Car the following legend in letters not less than one inch in height:

O-T-D Corporation, Owner-Lessor,
and Subject to a Security Interest
Recorded with the I.C.C.

The execution of this certificate will in no way relieve or decrease the responsibility of the Manufacturer of the Cars for warranties it has made with respect to the Cars.

Inspector and Authorized
Representative of Lessee

EXHIBIT A
(to Railroad Equipment Lease)

A S S I G N M E N T

Dated at Chicago, Illinois
this 22nd day of SEPTEMBER,
1972.

FOR VALUE RECEIVED, the within lease is hereby
transferred and assigned to LaSalle National Bank, Chicago,
Illinois, as collateral security as more fully set forth
in Note, Loan and Security Agreement between Assignor and
Assignee dated SEPTEMBER 22, 1972.

O-T-D CORPORATION

By: Paul E. Ogle
Its President

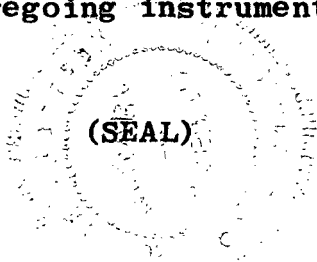
ATTEST:

Louis Haesemeyer

(Assignor)

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

On this 22nd day of September, 1972, before me
personally appeared Paul Ogle, to me personally known, who being
by me duly sworn, says that he is the President of O-T-D Corporation
that the seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.



Alvin Jacobson
NOTARY PUBLIC
My Commission expires 12-17-74